



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

BOARD OF SELECTMEN
MEETING AGENDA
August 7, 2018
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

- a) [Route 30 Mass Works Grant Application](#)
- b) [Prentice Street 40B – Sotire Papalilo](#)

2. RESIGNATIONS

- a) [Robert Perla – Historic District Commission](#)

3. APPOINTMENTS

Board of Selectmen

- a) None

Town Administrator

- b) None

4. NEW BUSINESS

- a) [Sign Contract – Drummey Rosane Anderson Architects \(DRA\)
Grafton Library Design](#)
- b) [One Day Beer & Wine License – Community Harvest Project](#)
- c) [One Day Beer & Wine License – Cummings School of Veterinary Medicine At
Tufts University: August 27th, August 31st, October 5th, and October 13th.](#)
- d) [Sign Chapter 90 Reimbursements](#)
 - R. Bates & Sons: Engineering for Upton St/Grafton Common
 - Marlin Controls: PED Signals at South Grafton Elementary Street

- e) [Vote to Allow Chair to Sign - 24 Greany Drive Deed](#)
- f) [Vote to sign the 2018 State Primary Warrant](#)
- g) [Sign Contracts - Renaud HVAC & Controls, Inc.](#)
- h) [Vote to create gift account to authorize the acceptance and expenditures of the donations](#)
 - [Grafton Plastic Bag Ban Gift Account](#)
 - [Motorcycle Unit Gift Account \(Police Department\)](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

- a) [Review Draft Town Meeting Warrant](#)
- b) [St. Andrews Episcopal Church / Recreational Facility](#)
- c) [First Right of Refusal 40B Sale](#)
- d) [Grafton Financial Sustainability Examination and Benchmarking](#)
- e) [Senior Volunteer Tax Credit Revisions](#)

8. MEETING MINUTES

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)
Litigation Update
Litigation Strategy
Union Negotiations
Land Negotiation
Non Union Negotiations
Strategy for Negotiations
Minutes

ADJOURN

Route 30 Mass Works Grant Application

NOTES:

This is an online application, no hardcopy available for packet.

MOTION:

I move the Board vote to approve the submittal of the Route 30 Mass Works Grant Application.

PRENTICE STREET 40B – Sotire Papalilo

Sotire will be present to further discuss the Prentice Street 40B project.

As requested at the last meeting, he will briefly review with the Board two potential scenarios.

Resignations: Robert Perla – Historic District Commission

MOTION:

I move the board vote to accept the resignation of Robert Perla from the Historic District Commission.

Cindy Ide

From: bos@graffon-ma.gov on behalf of Bob Perla
Sent: Friday, July 20, 2018 8:28 AM
To: bos@graffon-ma.gov
Cc: John Morgan; billnich2@verizon.net; capnscarlett@yahoo.com; schlapak@hotmail.com; john_stephens1@verizon.net
Subject: Letter of Resignation

Robert J. Perla
121 Providence Road
Grafton, Massachusetts
Tel: (850) 501-1276

July 20, 2018

To: Board of Selectman Town of Grafton

Dear Chairmen Sargon Hanna:

I am sending this letter to let you know that I am resigning from my position as a Grafton Historic District Committee member effective immediately. Please accept this letter as my official notice of resignation, and I regret any inconvenience that my resignation may cause.

It is with mixed emotions that I leave this position, but I have decided to step back from this position in order to best care for my family needs. I look forward to my continued service to the Town of Grafton as a citizen in our great community.

I have enjoyed the opportunity to serve these past four years as one of your representatives to the Grafton Historic District Committee.

Although I will miss severing on this committee, I have put a lot of thought into this decision and have come to the conclusion that it will be best for all parties involved that I submit my resignation. I am grateful for all the valuable experience I have gained and all that our committee has accomplished.

I look forward to staying in touch with the board and appreciate your understanding regarding this matter.

Sincerely,
Robert J. Perla

Cc: John Morgan, Chairman Grafton Historic District Committee
Commissioners William Nicholson, Paul Scarlett, Bradford Schlapak
And John Stephens.

**NEW BUSINESS – Sign Contract – Drummey Rosane Anderson, Inc.
(DRA Architects) – Grafton Library**

Andy Deschenes will be present to discuss this matter.

The Library Planning and building Committee, along with Andy Deschenes and Mark Sullivan, went through the RFQ process to obtain an architect for the library renovations. DRA was their first choice as they had done many of the preliminary drawings for the design of the building. Initial number was \$1,085,000. Through negotiations, contract is set for \$998,500, a savings of \$86,500.

MOTION:

I move the board vote to sign the contract with Drummey Rosane Anderson Architects.

TOWN OF GRAFTON

DATE: AUGUST 7, 2018

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Drummey Rosane Anderson, Inc.
225 Oakland Road, Studio 205
South Windsor, CT 06074

(p) 860-644-8300
info@draws.com

1. This is a Contract for the procurement of the following:

The services to be included in this contract are listed and explained on the attached "Fee Proposal" from DRA, dates 7/16/2018. Services include architecture, interior design, structural engineering, mechanical, electrical, plumbing, fire protection, energy modeling, civil engineering, landscape architecture, cost estimating, telephone/data including video, IP based security, AV presentation systems, Intrusion Alarm and CCTV video surveillance, and LEED silver using LEED v. 4.

Attachments: RFP for Architectural Services for Grafton Public Library dated May 24, 2018
DRA Proposal dated July 16, 2018

2. The Contract price to be paid to the Contractor by the Town is as follows:
\$998,500

3. Payment will be made as follows:

3.1 Fees and Reimbursable Costs combined shall not exceed \$998,500 as more fully set forth in the Contractor Documents.

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security *(Surety is not required for contracts for the purchase of goods and most services. Surety in the form of a 100% performance bond; 100% payment bond and 5% bid surety is ALWAYS required for construction contracts)*

5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before August 1, 2020, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to

comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq.* Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

- 15.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, section, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:
- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
 - (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
 - (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
 - (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
 - (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
 - (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
 - (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.
- 15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.
- 15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.
- 15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.
- 15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description

(including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Professional Liability Insurance

Liability of \$500,000 per claim and \$1 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$500,000 per occurrence and \$1 Million annual aggregate for property damage and \$500,000 per person and \$1 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in

the performance of the work, including and not limited to Professional liability insurance where applicable.

- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Grafton shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

Chairman, Board of Selectmen

Signature

Date

Print Name & Title

Certified as to Form:

Town Counsel

Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant

Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury
that _____ has paid all

name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent

(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation

SEAL

CONTRACT CHECKLIST

Initials

1. Certification of Signatures
 - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
 - For LLC: need Manager signature or signed vote of the LLC
2. Certificate of Non-collusion
3. Insurance Certificate
(showing Town as additional insured)
 - Matches amount of insurance required under contract
4. Certificate of Good Faith
5. Certificate of Tax Compliance
6. Signed by Contractor
 - Matches certification by Corp officer of authority.
7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

Contract Reviewed by: _____

Signature

Title

Name,



Drumrey Rosane Anderson, Inc.
Planning | Architecture | Interior Design

Grafton Public Library

FEE PROPOSAL

7-16-18

We propose a Lump Sum Fee of Nine Hundred Ninety-Six Thousand Five Hundred Dollars (\$998,500.) for Architectural and Engineering Services as described below. This fee is based upon a construction budget of \$12,566,390 and equates to an 7.9% fee.

SERVICES INCLUDED:

- / Architecture
- / Interior Design
- Structural Engineering
- Mechanical, Electrical, Plumbing and Fire Protection
- / Energy Modeling
- Civil Engineering
- Landscape Architecture
- Cost Estimating
- Telephone / Data including video, IP based security, AV presentation systems, Intrusion Alarm and CCTV video surveillance.
- LEED silver using LEED v.4.

SERVICES EXCLUDED OR OPTIONAL:

Addition site environmental testing beyond that already performed. We plan to revisit the parking layout to see if it can be reduced in length at which time we can determine the area for testing.

Wetlands delineation (\$2,875). This will be required if existing information needs to be updated.

Additional Topographic Survey (\$9,430). The schematic design included surveys by two separate firms. For bidding and construction, it is prudent to have one overall survey.

As constructed Survey.

Backhoe for Storm-water Soil Testing. It has been assumed the Town will provide this.
Commissioning Services.

REIMBURSABLE EXPENSES:

Printing of sets of drawings for milestones including completion of Schematic Design, Design Development and Construction Documents and for submissions for approvals by local agencies and for building permits.
If other than digital copies of the bidding documents are required, general contractors will pay for those sets.
Printing of sets of documents for the selected General Contractor at the commencement of construction.
Application fees associated with obtaining approvals for the project and LEED required fees.

Drummeey Rosane Anderson, Inc.

GRAFTON PUBLIC LIBRARY
FEE BREAKDOWN

July 16, 2018

PHASE	ARCHITECT	MEP	FIRE PROTECT	STRUCT ENG	ENERGY	CIVIL	LANDSCAPE	IT	AV	ESTIMATING	GEOTECH	TOTALS	PERCENTAGE
SCHEMATIC	\$ 14,912.00	\$ 31,050.00		\$ 5,175.00	\$ 2,588.00	\$ 7,762.00	\$ 6,325.00	\$ 4,471.00	\$ 1,242.00			\$ 73,525.00	7%
DESIGN DEV.	\$ 145,350.00	\$ 48,990.00	\$ 7,317.00	\$ 13,972.00	\$ 14,490.00	\$ 15,835.00	\$ 7,475.00	\$ 7,452.00	\$ 2,070.00	\$ 10,350.00		\$ 273,301.00	27%
CONST DOC.	\$ 162,328.00	\$ 78,660.00	\$ 7,317.00	\$ 27,945.00	\$ 15,122.00	\$ 15,525.00	\$ 3,450.00	\$ 10,433.00	\$ 2,898.00	\$ 12,420.00	\$ 1,725.00	\$ 337,823.00	34%
BIDDING	\$ 23,906.00	\$ 2,300.00		\$ 3,105.00		\$ 1,864.00		\$ 1,490.00	\$ 414.00			\$ 33,079.00	3%
CONST ADM.	\$ 185,590.00	\$ 51,750.00	\$ 5,776.00	\$ 15,525.00		\$ 9,108.00	\$ 1,380.00	\$ 5,962.00	\$ 1,656.00		\$ 4,025.00	\$ 280,772.00	28%
TOTALS	\$ 532,086.00	\$ 212,750.00	\$ 20,410.00	\$ 65,722.00	\$ 32,200.00	\$ 50,094.00	\$ 18,630.00	\$ 29,808.00	\$ 8,280.00	\$ 22,770.00	\$ 5,750.00	\$ 998,500.00	100%

NEW BUSINESS: One Day Beer & Wine License – Community Harvest Project

NOTES:

Stephanie Collins will be present to request a one day Beer and Wine license for their "Farm to Table Dinner" event. The event is scheduled for Thursday, August 9th from 5:30 p.m. to 9:00 p.m.

MOTION:

I move the board vote to approve a one day beer and wine license for the Community Harvest Project Event being held on August 9, 2018.

NEW BUSINESS: One Day Beer & Wine License – Community Harvest Project

NOTES:

Stephanie Collins will be present to request a one day Beer and Wine license for their "Farm to Table Dinner" event. The event is scheduled for Thursday, August 9th from 5:30 p.m. to 9:00 p.m.

MOTION:

I move the board vote to approve a one day beer and wine license for the Community Harvest Project Event being held on August 9, 2018.



COMMONWEALTH OF MASSACHUSETTS

TOWN OF GRAFTON

APPLICATION FOR LICENSE

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto: (FULL NAME OF PERSON, FIRM OR CORPORATION MAKING APPLICATION):

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

8/9/18
Date(s) for one day events

37 Wheeler Rd. W. Grafton Ma
Location

To the Honorable Board of Selectmen; Town of Grafton, Massachusetts

I hereby respectfully submit an application(s) for a license as indicated by (X), for which the fee is enclosed.

- | | |
|---|--|
| <input type="checkbox"/> Garage Class _____ (\$100) | <input type="checkbox"/> Music (\$10) |
| <input type="checkbox"/> Hawkers/Peddler (\$25.00) | <input type="checkbox"/> Common Victuallers (\$25) |
| <input type="checkbox"/> Pool Room, 1 table(s) at (\$25) each | <input type="checkbox"/> Innholders (\$25) |
| <input type="checkbox"/> Bowling, _____ alleys at (\$25) each | <input checked="" type="checkbox"/> One Day Beer & Wine (\$25) |
| <input type="checkbox"/> Auctioneer (\$25) | <input type="checkbox"/> One Day All Alcoholic (\$25) |
| <input type="checkbox"/> One Day Auctioneer (\$10) | <input type="checkbox"/> Second Hand Articles (\$40) |
| <input type="checkbox"/> Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: Community Harvest Project

License Holders Name/Title: Stephanie Collins

Business Address: 37 Wheeler Road

Residential Address: _____

Phone Number & Email Address: 774-545-5409 Stephanie@community-harvest.org

PLEASE COMPLETE THE REVERSE SIDE
Incomplete applications will not be processed

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Community Harvest Project

(Print) Name (of individual or Corporation as applicable)

37 Wheeler Road

Street Address

North Grafton

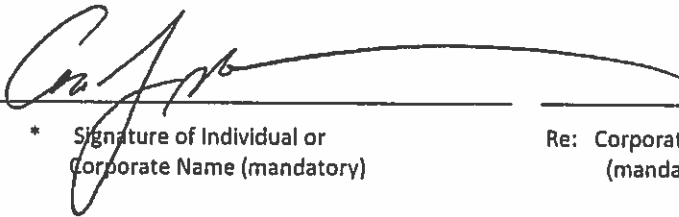
MA

01536

City/Town

State

Zip Code



* Signature of Individual or
Corporate Name (mandatory)

Re: Corporate Officer
(mandatory, if applicable)

04-3424018

Social Security No. (voluntary) or
Federal Identification Number

This license will not be issued unless this certification clause is signed by the applicant.

Your Social Security/Fed ID number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date:

7/31/18

cji/TPM

This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.



Sincerely,

A handwritten signature in black ink, appearing to read "Adam Chafetz", written over a light blue horizontal line.

Adam F. Chafetz
HCI President

ID#: 4856022 Name: Stephanie M Collins
Exam Date: 7/19/2018 Expiration Date: 7/19/2021



CERTIFIED

eTIPS On Premise 3.0

Issued: 7/19/2018

Expires: 7/19/2021

ID#: 4856022

Stephanie M Collins
3 Williams St
Millbury, MA 01527-4129

For service visit us online at www.gettips.com

Join Us

Thursday, August 9th, 2018
5:30PM - 9PM

Farm-to-Table Dinner, drinks,
dessert and a private tour of the
Williams' Brigham Hill Gardens.

BUY TICKETS ONLINE
<http://bit.ly/CHPFarmToTable>

SPONSORED BY

UNIBANK

NEW BUSINESS: c) One Day Beer & Wine License – Cummings School of Veterinary Medicine At Tufts University

NOTES:

Tufts is requesting approval for four separate One Day Beer and Wine Licenses.

August 27th for an Orientation Program and BBQ

August 31st for their SAVMA Club Fair and BBQ

October 5th for their Student/Faculty Research Mixer event

October 17th for their Student Livestock Organization Hoedown

*** 15 licenses have been approved to date. The total number allowed in one calendar year is 30.**

MOTION:

I move the board vote to approve one day beer and wine licenses for events being held at the Cummings School of Veterinary Medicine at Tufts University on the following dates: August 27, 2018, August 31, 2018, October 5, 2018 and October 17, 2018.

TVOP BBQ

Cummings Veterinary School at Tufts
Company Name: University

DATE

7/31/18

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

**** The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

8/27/18
Date(s) of Function

Varis Campus Center
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original (X) license as indicated by (X), for which the fee is enclosed.

- | | |
|--|----------------------------------|
| () Garage Class _____ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | () Common Victuallers (\$25) |
| () Pool Room, _____ tables at (\$25) each | () Innholders (\$25) |
| () Bowling, _____ alleys at (\$25) each | (X) One Day Beer & Wine (\$25) |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | () Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Name: _____

Manufacturer: _____

Business Name: Cummings Student Affairs Office

License in name of: Barbara Berman

Title: Assistant Dean, Student Affairs

Business Address: 200 Westford Road
North Grafton, MA 01536

Phone No.: 508 887-4725

Residence: N/A

Phone No. N/A

Signature of Applicant: Bar Berman

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Trustees of Tufts College

Ch. Cummings School of Veterinary Medicine - Dean's Office
(Print) Name (of individual or Corporation as applicable)

200 Westboro Road
Street Address

No. Grafton, MA 01536
City/Town State Zip Code

• Signature of Individual or
Corporate Name (mandatory)

Re: Corporate Officer
(mandatory, if applicable)

FEIN: 042103634

J. M. Manus

• Social Security No. (voluntary) or
Federal Identification Number

• This license will not be issued unless this certification clause is signed by the applicant.

• Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date:

7/31/18

Next Scheduled Meetings of the Selectmen



Tufts
UNIVERSITY

Cummings School of Veterinary Medicine

Dear V'22 Students,

This year the **Tufts Veterinary Orientation Program (TVOP)** will be held on the first day of school Monday, August 27, 2018. ~~The TVOP is a day long program~~ that starts the process of helping students recognize the value of some of the non-technical skills that are often not addressed in a veterinary school curriculum but are so very necessary for success in practice and life.

The non-technical skills that we will be exploring, including self- and social-awareness, communication and teamwork, will provide an opportunity for you to learn a little bit about yourself and your classmates and help you begin to build a sense of community within your class. Dr. Mary Rose Paradis, emeritus faculty member and experienced leadership coach, as well as a group of our own volunteer students and faculty, will be facilitating the process which includes a combination of information sharing and experiential exercises. The interactive exercises are a fun way to learn about your personality preferences as well as to reflect on how you might increase your interpersonal effectiveness. **Have no fear – these exercises do not require any athletic ability!** You also can choose whether you wish to participate in the actual exercises or not.

The details are as follows:

Date – Monday, August 27, 2018

Time – 8:30 – Coffee and bagels and Check in

9:00 am – 4:30 pm workshop

Followed by a barbeque for you put on by the V21 class

Place – Cummings School of Veterinary Medicine at Tufts,

Agnes Varis Student Center

Dress – play clothes – shorts, sneakers

Other stuff to bring – Sun block!

I look forward to getting to know you.

Yours truly,

Lois Wetmore, DVM, ScD

Director of Tufts Veterinary Orientation Program

Cummings School of Veterinary Medicine at Tufts



eTIPS On Premise 3.0
Issued: 3/14/2017
ID#: 4478850

CERTIFIED

Expires: 3/14/2020

Jean M Sagerian
38 New Boston Rd
Sturbridge, MA 01566-1011

For service visit us online at www.gettips.com

SAVMA BBQ + Club Fair

DATE:

7/31/18

Cummings Veterinary School at Tufts
Company Name: University

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

**** The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Scaler of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

8/31/18
Date(s) of Function

Varis Campus Center
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original (X) license as indicated by (X), for which the fee is enclosed.

- | | |
|--|----------------------------------|
| () Garage Class _____ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | () Common Victualers (\$25) |
| () Pool Room, _____ tables at (\$25) each | () Innholders (\$25) |
| () Bowling, _____ alleys at (\$25) each | (X) One Day Beer & Wine (\$25) |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | () Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: Cummings Student Affairs Office

License in name of: Barbara Berman

Title: Assistant Dean, Student Affairs

Business Address: 200 Westford Road
North Grafton, MA 01536

Phone No.: 508 887-4725

Residence: N/A

Phone No. N/A

Signature of Applicant:

[Signature]

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Trustees of Tufts College

C/o Cummings School of Veterinary Medicine - Dean's Office

(Print) Name (of individual or Corporation as applicable)

200 Westboro Road

Street Address

No. Grafton,

MA

01536

City/Town

State

Zip Code

• Signature of Individual or
Corporate Name (mandatory)

Re: Corporate Officer
(mandatory, if applicable)

FEIN: 042103634

J. M. Mammis

** Social Security No. (voluntary) or
Federal Identification Number

• This license will not be issued unless this certification clause is signed by the applicant.

** Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date:

7/31/18

Next Scheduled Meetings of the Selectmen

2017 - last year's notice

Berman, Barbara

From: grad1718-request@elist.tufts.edu on behalf of Ng, Ruby <Ruby.Ng@tufts.edu>
Sent: Friday, August 25, 2017 8:11 AM
To: grad1718@elist.tufts.edu
Subject: SAVMA BBQ and Club Fair

Good morning everyone,

Today is the yearly SAVMA Welcome BBQ and Club Fair (Friday, August 25th from 5-7p on the Agnes Varis Campus Center lawn). We're in a new location this year, so be sure to note the change! Besides being a great way to relax with colleagues and vet students, the SAVMA Club Fair is a way for you to see a good sampling of all the clubs we offer on campus. Come get some food, hang out with your classmates, and sign up for a few clubs. As graduate students, you will not have to pay the SAVMA dues required of vet students, but don't forget to bring some cash or your checkbook in case you want to get your individual club dues out of the way!

Hope to see you all there!

Cheers,
Ruby

Ruby Ng
Cummings School of Veterinary Medicine at Tufts University
DVM Candidate 2020
V20 Class Council Vice President
SAVMA Junior Delegate
Tufts Veterinary Council on Diversity Student Co-Chair-Elect



eTIPS On Premise 3.0 CERTIFIED
Issued: 3/14/2017 Expires: 3/14/2020
ID#: 4478850

Jean M Sagerlan
36 New Boston Rd
Sturbridge, MA 01568-1011

For service visit us online at www.gettips.com

Student/Faculty Research Mixer

DATE:

Cummings Veterinary School at Tufts
Company Name: University

7/31/18

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

**** The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Scaler of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

10/5/18
Date(s) of Function

Varis Campus Center
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original (☒) license as indicated by (X), for which the fee is enclosed.

- | | |
|--|--|
| () Garage Class _____ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | () Common Victuallers (\$25) |
| () Pool Room, _____ tables at (\$25) each | () Innholders (\$25) |
| () Bowling, _____ alleys at (\$25) each | <input checked="" type="checkbox"/> One Day Beer & Wine (\$25) |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | () Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: Cummings Student Affairs Office

License in name of: Barbara Berman

Title: Assistant Dean, Student Affairs

Business Address: 200 Westboro Road
North Grafton, MA 01536

Phone No.: 508 887-4725

Residence: N/A

Phone No. N/A

Signature of Applicant:

Bon Bon

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Trustees of Tufts College
C/o Cummings School of Veterinary Medicine - Deans Office
(Print) Name (of individual or Corporation as applicable)

200 Westboro Road
Street Address

No. Grafton, MA 01536
City/Town State Zip Code

• Signature of Individual or
Corporate Name (mandatory)

Re: Corporate Officer
(mandatory, if applicable)

FEIN: 042103634

J. M. Marcus

** Social Security No. (voluntary) or
Federal Identification Number

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Date: 7/31/18

Next Scheduled Meetings of the Selectmen

Student/Faculty Research Mixer – preliminary information

The mixer's purpose would be to bring together researchers at Cumming's with students from the veterinary and graduate programs. I was hoping to print up a pamphlet with the names of professors, 1-2 lines describing their work, and contact information. The objective would be to provide a platform for those doing research on the campus to talk about their work with interested V'22s and V'21s.

Thank you,
Katja

Katja McCall
DVM Candidate 2021 - Tufts Cummings School of Veterinary Medicine
V'21 Class Secretary
Alpha Psi Networking Coordinator
SAVMA Wellness Committee Co-President
(315) 261-9080



eTIPS On Premise 3.0

CERTIFIED

Issued: 3/14/2017

Expires: 3/14/2020

ID#: 4478850

Jean M Sagerlan
36 New Boston Rd
Sturbridge, MA 01568-1011

For service visit us online at www.gettips.com

Student Livestock Org. Hoedown

DATE: 8/1/18

Cummings Veterinary School at Tufts
Company Name: University

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

** The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

10/12/18 10/13/18
Date(s) of Function

Beef Barn
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original (X) license as indicated by (X), for which the fee is enclosed.

- | | |
|--|----------------------------------|
| () Garage Class _____ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | () Common Victuallers (\$25) |
| () Pool Room, _____ tables at (\$25) each | () Innholders (\$25) |
| () Bowling, _____ alleys at (\$25) each | (X) One Day Beer & Wine (\$25) |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | () Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Name: _____

Manufacturer: _____

Business Name: Cummings Student Affairs Office

License in name of: Barbara Berman

Title: Assistant Dean, Student Affairs

Business Address: 200 Westboro Road
North Grafton, MA 01536

Phone No.: 508 887-4725

Residence: N/A

Phone No. N/A

Signature of Applicant: Bon Bon

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Trustees of Tufts College
c/o Cummings School of Veterinary Medicine - Deans Office
(Print) Name (of individual or Corporation as applicable)

200 Westboro Road
Street Address

No. Grafton, MA 01536
City/Town State Zip Code

* Signature of Individual or
Corporate Name (mandatory)

Re: Corporate Officer
(mandatory, if applicable)

FEIN: 042103634
** Social Security No. (voluntary) or
Federal Identification Number

* This license will not be issued unless this certification clause is signed by the applicant.

** Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 8/1/18

Next Scheduled Meetings of the Selectmen

**Student Livestock Organization and Cummings Chapter of American
Association of Equine Practitioners present**

**HOEDOWN 2017
THIS Friday (October 6th) from 7pm-12am**

**The cows have graciously let us borrow their barn for an evening of
line-dance lessons, food/drink, and overall good, old-fashioned fun!**

Please sign up for you (and your guest(s)) below:

<https://docs.google.com/spreadsheets/d/1K1ejbz0JDwtzdVrczlFMImv6pQuKCC6ULQY0xpcLhY8/edit#gid=0>

**SLO/AAEP Members: \$10
Non-SLO/AAEP Members/Guests \$15**

**Hope to see you all there! Wear your dancing shoes (and
bandannas/flannel if you wish) but we won't BOOT you out if you
don't :)**

Your SLO/AAEP Exec Teams



eTIPS On Premise 3.0

CERTIFIED

Issued: 3/14/2017

Expires: 3/14/2020

ID#: 4478850

Jean M Sagerian
38 New Boston Rd
Sturbridge, MA 01588-1011

For service visit us online at www.gettips.com

NEW BUSINESS – SIGN CHAPTER 90 REIMBURSEMENTS:

R BATES & SONS: ENGINEERING FOR UPTON ST/COMMON

**MARLIN CONTROLS: PED SIGNALS AT SOUTH GRAFTON
ELEMENTARY SCHOOL**

NOTES:

Brian Szczurko will be submitting two State Aid Reimbursement requests (Chapter 90) for the Engineering of Upton Street/Grafton Common Project and for the Pedestrian Signals at the South Grafton Elementary School. The Boards approval is required.

MOTION:

I move the board vote to sign the Chapter 90 Reimbursement requests for the Upton Street/Grafton Common Project and the Pedestrian Signals at the South Grafton Elementary School.



STATE AID REIMBURSABLE PROGRAMS – REIMBURSEMENT REQUEST

City/Town: Grafton Project Name: Engineering_Upton, Grafton Common

Contract # 50813

Program Type: Chapter 90 ☒ Muni Bridge ☐ Complete Streets ☐ Other ☐

Project request was approved on 7/3/2017 For \$ 325,000.00

at 100% Reimbursement Rate = \$ 325,000.00

- 1) Attached are forms which document payment of approved expenditures totaling \$ 119,500.00 for which we are requesting \$ 119,500.00 at the approved reimbursement rate of 100%.
- 2) The amount expended to date on this project is \$ 301,148.70 Including this payment.
- 3) Is this request for a FINAL payment on this project? ☒ Yes ☐ No
If yes: Include a "Final Report"
- 4) Remarks:

Project is complete and can be closed out.

CERTIFICATION

- A. I hereby certify under penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

(Signed)

Engineer
(Municipal Highway Official Title)

7/31/2018
(Date)

- B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by _____ Signed: _____

(Accounting Officer's Title)

(Duly Authorized)

DATE _____

**STATE AID REIMBURSABLE PROGRAMS - FINAL REPORT**

updated 12/2017

Program Type: Chapter 90 ☒ Muni Bridge ☐ Complete Streets ☐ Other ☐

City/Town Grafton Project Name Engineering Upton, Grafton Common CONTRACT# 50813
 Location(s) Grafton Common
 Length Feet Width Feet
 Work was Started 8 / 1 / 17 and Completed 6 / 30 / 18
 Work was Suspended / / and Resumed / /
 Done by: Force Account Advertised Contract X Other

*** REMARKS:**

EXPENDITURES:	State Funds @ 100%	\$301,148.70
	Municipal Funds	\$0
	Other Funds	\$0
	TOTAL PROJECT EXPENDITURES	\$301,148.70

SCOPE OF WORK:

Minor horizontal and geometric alterations to the Town Common to increase pedestrian and vehicular safety.

CERTIFICATION

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981) and Chapter 11, Section 12.

We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof.

Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

PREPARED & REVIEWED BY

Ben Szyba

Engineer

Highway Officer's Title

7/31/18
Date

Accounting Officer's Title

Date

Signed:

Duly Authorized Municipal Officials

Date

- Include additional Contract Nos. if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.
- If project uses multiple funding sources, please submit for individual project reimbursements.
- List sources, names, amounts and date contract expires.

14. Brian S. Lewis 7/23/18

Owner: Town of Grafton, MA
 30 Providence Rd.
 Grafton, MA 01519

Contractor: R. Bates & Sons, Inc.
 140 Brattle St. Suite 101
 Sterling, MA 01564

ITEM NO	DESCRIPTION OF WORK	BID QUANTITY	UNIT PRICE	SCHEDULED TO VALUE	D FROM PREVIOUS APPLICATION (D + E)	F COMPLETED THIS PERIOD		E MATERIALS PRESENTLY STORED (NOT IN STOCK)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G/C)	I BALANCE TO FINISH (C - G)	RETAINAGE IF VARIABLE RATE
						THIS PERIOD						
BASE CONTRACT												
	MOBILIZATION	1 LS	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00			\$	\$ 4,000.00	100%	\$	\$ 200.00
	BONDS/INSURANCE	1 LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00			\$	\$ 10,000.00	100%	\$	\$ 500.00
	EXCAVATION/CURB REMOVAL	1 LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00			\$	\$ 50,000.00	100%	\$	\$ 2,500.00
	DRAINAGE	1 LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00			\$	\$ 20,000.00	100%	\$	\$ 1,000.00
	GRANITE CURBEDGIR/CORBELS	1 LS	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00		15,000.00	\$	\$ 80,000.00	100%	\$	\$ 4,000.00
	CONCRETE WALKS/SCORED PAVE	1 LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00			\$	\$ 20,000.00	100%	\$	\$ 1,000.00
	HT CONC WALKS/PATCHING	1 LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00		25,000.00	\$	\$ 25,000.00	100%	\$	\$ 1,250.00
	LOAM/SEED	1 LS	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00		4,000.00	\$	\$ 7,000.00	88%	\$ 1,000.00	\$ 350.00
	PAVEMENT MARKINGS	1 LS	\$ 10,000.00	\$ 10,000.00	\$			\$	\$	0%	\$ 10,000.00	
	SIGNAGE	1 LS	\$ 13,000.00	\$ 13,000.00	\$			\$	\$	0%	\$ 13,000.00	
	PUNCHLIST	1 LS	\$ 5,000.00	\$ 5,000.00	\$			\$	\$	0%	\$ 5,000.00	
	DEMOLITION	1 LS	\$ 4,000.00	\$ 4,000.00	\$			\$	\$	0%	\$ 4,000.00	
	ADD ALTERNATE	1 LS	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00		8,000.00	\$	\$ 26,000.00	100%	\$	\$ 1,300.00
TOTALS												
TOTALS / PROPOSED COSTS												
PROJECT TOTALS												
				\$ 275,000.00	\$ 190,000.00	\$ 52,000.00		\$	\$ 242,000.00	88%	\$ 33,000.00	\$ 12,100.00
				\$ 275,000.00	\$ 190,000.00	\$ 52,000.00		\$	\$ 242,000.00	88%	\$ 33,000.00	\$ 12,100.00

Common Improvements

PROJECT: Graves Engineering, Inc.
 103 Grove St.
 Worcester, MA 01605

Engineer

Owner: Town of Grafton, MA
 30 Providence Rd.
 Grafton, MA 01519

Contractor: R. Bates & Sons, Inc.
 140 Brattle St. Suite 101
 Sterling, MA 01564

2024-01-01	2024-01-01	2024-01-01
2024-01-01	2024-01-01	2024-01-01
2024-01-01	2024-01-01	2024-01-01

#5899

PAID
6-19-18

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 1 PAGES

TO: Town of Grafton
30 Providence St
Grafton, MA 01519

APPLICATION NO: 4

CONTRACTOR: R. Bates & Sons, Inc.
140 Pralls Jct. Rd
Suite 101
Sterling, MA 01564

PERIOD FROM: Oct. 20, 2017
TO: May 4, 2018

ENGINEER: Graves Engineering
100 Grove St.
Worcester, MA 01605

TITLE: Grafton Common Improvements

CONTRACT DATE: Aug. 2, 2017

CONTRACTOR'S APPLICATION FOR PAYMENT

Application made for Payment, as shown below, in connection with the Contract
Continuation Sheet, AIA Document G703, is attached
The present status of the account for this Contract is as follows

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	TOTAL		
Approved this Month			
Number	Date	Amount	
1	8/27/2017	\$ 26,000.00	\$ -
2	10/26/2017	18,500.00	
3	5/1/2018	6,500.00	
TOTALS		\$ 51,000.00	\$ 51,000.00
Net change by Change Orders			

ORIGINAL CONTRACT SUM \$ 249,000.00

Net change by Change Orders \$ 51,000.00

CONTRACT SUM TO DATE \$ 300,000.00

TOTAL COMPLETED & STORED TO DATE \$ 300,000.00

RETAINAGE 0.00% \$ -

TOTAL EARNED LESS RETAINAGE \$ 300,000.00

LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 220,900.00

CURRENT PAYMENT DUE \$ 70,100.00

CONTRACTOR: R. BATES & SONS, INC.

By: *[Signature]* Date: 5-8-18

ENGINEER'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED: \$ 70,100.00

(Amount payable and amount certified shall be the amount applied for)

In accordance with the Contract Documents, I hereby certify that the data furnished in the above certificate for Payment is true and correct to the best of my knowledge and belief, and that the Contractor is entitled to payment of the amount certified.

This certificate is not assignable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.

OWNER'S APPROVAL FOR PAYMENT

OWNER: Town of Grafton, MA

By: *[Signature]* Date: 6/19/18

CH 90 Post

Common Improvements

PROJECT

Graves Engineering, Inc
100 Grove St
Worcester, MA 01635

Engineer

Town of Grafton, MA
30 Providence Rd
Grafton, MA 01519

R. Bailey & Sons, Inc
140 Plains Jct Rd., Suite 101
Sitting, MA 01564

Contractor

APPLICATION NO.	5002018
APPLICATION DATE	5/4/2018
PERIOD TO	
FOR PAYMENT	

A ITEM NO	B DESCRIPTION OF WORK	C/D QUANTITY	UNIT PRICE	C		D	E		F	G	H	I RETAINAGE (IF VARIABLE RATE)	
				SCHEDULED VALUE		WORK FROM PREVIOUS APPLICATION (D + E)	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (G + E + F)	BALANCE TO FINISH (C - G)			
BASE CONTRACT													
	MOBILIZATION	1 LS	\$ 4,000.00	\$	\$ 4,000.00	\$			\$	\$ 4,000.00	100%	\$	\$ 200.00
	BONDS/INSURANCE	1 LS	\$ 10,000.00	\$	\$ 10,000.00	\$			\$	\$ 10,000.00	100%	\$	\$ 500.00
	EXCAVATION/CURB REMOVAL	1 LS	\$ 50,000.00	\$	\$ 50,000.00	\$			\$	\$ 50,000.00	100%	\$	\$ 2,500.00
	DRAINAGE	1 LS	\$ 20,000.00	\$	\$ 20,000.00	\$			\$	\$ 20,000.00	100%	\$	\$ 1,000.00
	GRANITE CURBEDGING/COBBLLES	1 LS	\$ 80,000.00	\$	\$ 80,000.00	\$			\$	\$ 80,000.00	100%	\$	\$ 4,000.00
	CONCRETE WALKS/SCORED PAVE	1 LS	\$ 20,000.00	\$	\$ 20,000.00	\$			\$	\$ 20,000.00	100%	\$	\$ 1,000.00
	BIT. CONC. WALKS/PATCHING	1 LS	\$ 25,000.00	\$	\$ 25,000.00	\$			\$	\$ 25,000.00	100%	\$	\$ 1,250.00
	LOAM/SEED	1 LS	\$ 8,000.00	\$	\$ 8,000.00	\$	\$ 1,000.00		\$	\$ 8,000.00	100%	\$	\$ 400.00
	PAVEMENT MARKINGS	1 LS	\$ 10,000.00	\$	\$ 10,000.00	\$	\$ 10,000.00		\$	\$ 10,000.00	100%	\$	\$ 500.00
	SIGNAGE	1 LS	\$ 13,000.00	\$	\$ 13,000.00	\$	\$ 13,000.00		\$	\$ 13,000.00	100%	\$	\$ 650.00
	PUNCHLIST	1 LS	\$ 5,000.00	\$	\$ 5,000.00	\$	\$ 5,000.00		\$	\$ 5,000.00	100%	\$	\$ 250.00
	DEMOBILIZATION	1 LS	\$ 4,000.00	\$	\$ 4,000.00	\$	\$ 4,000.00		\$	\$ 4,000.00	100%	\$	\$ 200.00
	ADD ALTERNATE	1 LS	\$ 26,000.00	\$	\$ 26,000.00	\$	\$ 26,000.00		\$	\$ 26,000.00	100%	\$	\$ 1,300.00
	CHANGE ORDER #2	1 LS	\$ 18,500.00	\$	\$ 18,500.00	\$	\$ 18,500.00		\$	\$ 18,500.00	100%	\$	\$ 925.00
	CHANGE ORDER #3	1 LS	\$ 6,500.00	\$	\$ 6,500.00	\$	\$ 6,500.00		\$	\$ 6,500.00	100%	\$	\$ 325.00
CONTRACT TOTALS													
C O 'S /PROPOSED C O 'S				\$	\$ 300,000.00	\$	\$ 58,000.00	\$	\$	\$ 275,000.00	97%	\$	\$ 15,000.00
PROJECT TOTALS				\$	\$ 300,000.00	\$	\$ 58,000.00	\$	\$	\$ 275,000.00	97%	\$	\$ 15,000.00

Town of Grafton

Vendor History

From 07/01/2018 to 06/30/2019

Run Date: 07/26/2018

Account Number	Effective	Post	Warr #	Voucher	PO #	D/C	Tran/Type	Invoice	Check	Amount
Vendor# - Name 9701 - R. BATES & SONS, INC.										
13.420.997.5400	07/26/2018	07/25/2018	W #4	7537		D	APWAR	3	215771	49400.00
Detail Total										49,400.00

Town of Grafton

Vendor History

From 07/01/2017 to 06/30/2018

Run Date: 07/23/2018

Account Number	Effective	Post	Warr #	Voucher	PO #	D/C	Tran/Type	Invoice	Check	Amount
Vendor# - Name 9701 - R. BATES & SONS, INC.										
13.420.997.5400	10/12/2017	10/10/2017	W #16	100529		D	APWAR	1	207172	61750.00
13.420.997.5200	10/19/2017	10/17/2017	W #17	100643		D	APWAR	2	207376	118750.00
13.420.997.5400	06/28/2018	06/26/2018	W #53	5899		D	APWAR	4	214968	70100.00
Detail Total										250,600.00



STATE AID REIMBURSABLE PROGRAMS – REIMBURSEMENT REQUEST

City/Town: Grafton Project Name: Traffic Lighting

Contract # 50813

Program Type: Chapter 90 ☒ Muni Bridge ☐ Complete Streets ☐ Other ☐

Project request was approved on 7/27/2017 For \$ 35,000.00

at 100% Reimbursement Rate = \$ 35,000.00

- 1) Attached are forms which document payment of approved expenditures totaling \$8,850.00 for which we are requesting \$8,850.00 at the approved reimbursement rate of 100%.
- 2) The amount expended to date on this project is \$8,850.00 Including this payment.
- 3) Is this request for a FINAL payment on this project? ☐ Yes ☒ No
If yes: Include a "Final Report"
- 4) Remarks:

CERTIFICATION

- A. I hereby certify under penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.


(Signed)

Engineer
(Municipal Highway Official Title)

7/31/2018
(Date)

- B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by _____ Signed: _____

(Accounting Officer's Title)

(Duly Authorized)

DATE _____



980 Quaker Highway • Uxbridge, MA 01569
(PH) 508-278-0446 • (FX) 508-278-0447
www.marlin-controls.com

BILL OF LADING

SOLD TO:	SHIP TO: (IF DIFFERENT)
TOWN OF GRAFTON DEPARTMENT OF PUBLIC WORKS 30 PROVIDENCE ROAD GRAFTON, MA 01519 ATTN: PAUL COURNOYER	TOWN OF GRAFTON DEPARTMENT OF PUBLIC WORKS 30 PROVIDENCE ROAD GRAFTON, MA 01519 ATTN: PAUL COURNOYER

CUSTOMER P.O. #	DATE SHIPPED	SHIPPED VIA	OUR ORDER #
VERBAL P. COURNOYER	6/4/18	OUR TRUCK	4867

SHIPPED	DESCRIPTION OF ITEM(S)
	SOLAR POWERED (RRFB) RECTANGULAR RAPID FLASHING BEACON SYSTEM C/O:
1	PEDESTRIAN MASTER TRANSMITTER/RECEIVER CABINET ASSY, NATURAL FINISH
1	PEDESTRIAN REMOTE TRANSMITTER RECEIVER CABINET ASSY, NATURAL FINISH
2	SOLAR ARRAY PANEL 30W
2	SOLAR PANEL MOUNT w/HARDWARE
2	MODEL RFB2 – RECTANGULAR RAPID FLASH BEACON SIGNAL
2	MODEL RFB2 – RECTANGULAR RAPID FLASH BEACON SIGNAL w/CONFIRMATION LED
2	BATTERY GEL CELL, 58 AMP
4	W11-2 PEDESTRIAN CROSSING SIGNS (30" x 30")
4	W16-7p L/R DIRECTIONAL ARROWS (24" x 12")
	NOTE: POLES, BASES, HARDWARE & PUSH BUTTONS DROP SHIPPED FROM FACTORY

NO. OF BOXES: (10) ON (1) PALLET

Checked by: _____ Date: _____

Shipped by: Daniel Olin Date: 6/4/18

Received by: [Signature] Date: 6-5-18

PLEASE NOTIFY US IMMEDIATELY IF SHIPMENT CONTAINS ERRORS

MARLIN CONTROLS,
980 Quaker Hwy
Uxbridge, MA 01569
Ph: (508) 278-0446
Fx: (508) 278-0447
www.marlin-controls.com

#6024

Invoice

Page: 1

Invoice Number:
 2970-4867

Invoice Date:
 Jun 4, 2018


Sold To:

TOWN OF GRAFTON
 DEPARTMENT OF PUBLIC WORKS
 30 PROVIDENCE ROAD
 GRAFTON, MA 01519
 USA

Ship to:

TOWN OF GRAFTON
 DEPARTMENT OF PUBLIC WORKS
 30 PROVIDENCE ROAD
 GRAFTON, MA 01519
 USA

Customer ID	Customer PO	Payment Terms	
902	VERBAL P. COURNOYER	Net 30 Days	
Confirm To:	Shipping Method	Ship Date	Sales Order #
PAUL COURNOYER	Hand Deliver	6/4/18	4867

Ordered	Shipped	Back Ord	Item	Description	Unit Price	Extension
1	1		RTC - RRFB	SOLAR POWERED (RRFB) RECTANGULAR RAPID FLASHING BEACON SYSTEM	8,850.00	8,850.00
<div style="text-align: center;"> PAID 6-21-18  </div>						

LATE FEES WILL ACCRUE AT THE LESSER OF 12% PER ANNUM (1%/MONTH) OR THE MAXIMUM RATE ALLOWED BY LAW ON ANY MARLIN CONTROLS, INC INVOICES FROM THE DATE SUCH INVOICE BECOMES DUE ACCORDING TO ITS TERMS. BY ACCEPTING OUR FURNISHINGS OF MATERIAL YOU ARE RESPONSIBLE FOR PAYMENT TERMS SET FORTH ON THIS INVOICE. MARLIN CONTROLS TERMS WILL SUPERCEED ANY NOTICE ON BUYERS PURCHASE ORDER

Subtotal 8,850.00
 Sales Tax
 Freight
Invoice Total 8,850.00

Town of Grafton
Vendor History
From 07/01/2017 to 06/30/2018

Run Date: 07/23/2018

Account Number	Effective	Post	Warr #	Voucher	PO #	D/C	Tran/Type	Invoice	Check	Amount
Vendor# - Name 8167 - MARLIN CONTROLS, INC.										
13.420.997.5400	06/28/2018	06/26/2018	W #53	6024		D	APW/AR	2970-4867	214936	8850.00
Detail Total										8,850.00

NEW BUISNESS: VOTE TO ALLOW CHAIR TO SIGN - 24 GREANY DRIVE DEED

Crown Castle is trying to purchase 24 Greany Dr., Grafton, MA from Magill Associates. The challenge is the title company will not insure the transfer of property because they believe the Quitclaim Deed record in 1993 makes the title slightly muddy.

The 1993 deed from Magill to the Town meant to convey an easement only but had a mistake in it – it failed to include the word “easement” in a crucial place. That makes it unclear that what the Town was granted was an easement, rather than a fee interest. But the Town only ever thought it had an easement. The new deed serves the purpose of clarifying that all the Town has is an easement.

Town Counsel has drafted the new deed and recommends that the Board sign. She has advised that she does not feel execution of this deed requires Town Meeting approval given the circumstances.

Motion:

I move the Board vote to allow the Chair to execute and sign the new deed for 24 Greany Drive.

Prepared out of State.

Return to:

Parcel ID # 28-0-100A

QUITCLAIM DEED AND EASEMENT AGREEMENT

THIS QUITCLAIM DEED AND EASEMENT AGREEMENT (the "Agreement") is made effective this ____ day of _____, 2018, by and between **THE INHABITANTS OF THE TOWN OF GRAFTON**, a Massachusetts municipal corporation ("Town"), with a mailing address of 30 Providence Road, Grafton, Massachusetts 01519, and **MAGILL ASSOCIATES, INC., a Massachusetts corporation** ("Magill") with a mailing address of P.O. Box 565, Grafton, Massachusetts 01519.

WHEREAS, Magill owns property located in the Town of Grafton, County of Worcester, Massachusetts, being described as all of that parcel or lot of land shown as "LOT EASE." on the Definitive Plan of Woodland Hill Estates, recorded on June 21, 1991, in Plat Book 649, Page 78 ("Magill's Property"), in the Worcester County Registry of Deeds ("Registry"). Magill's Property is a portion of that property granted to Magill by Quit Claim Deed dated August 5, 1987, and recorded on August 6, 1987, in Book 10695 Page 28 in the Registry, and by Quit Claim Deed dated July 27, 1977, and recorded on August 6, 1987, in Book 10695, Page 25 in the Registry; and

WHEREAS, Magill conveyed Town an easement across Magill's Property pursuant to that instrument recorded in Book 15270, Page 265 in the Registry (the "Town Easement"); and

WHEREAS, Town and Magill desire to resolve any ambiguity in the Town Easement by (i) quitclaiming the Town's interest in Magill's Property to Magill, and (ii) granting the Town an easement on Magill's Property for the purposes contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Quit Claim.** Town hereby does bargain, sell, convey, grant, release and quitclaim to Magill, its successors and assigns, with Quitclaim Covenants, all of its right, title and interest in and to Magill's Property, subject to Section 2 of this Agreement. TO HAVE AND TO HOLD unto Magill, its successors and assigns forever, Magill's Property, and all rights, title, claims, interest, privileges, easements, obligations and appurtenances thereto belonging to Magill, subject to Section 2 of this Agreement.

2. **Grant.** Magill grants and conveys to Town, its successors and assigns, for the benefit and use of Town and Town's successors and assigns, the non-exclusive right of ingress, egress and regress for vehicular and pedestrian traffic, on, over and across Magill's Property. Town may not construct any improvements on Magill's Property or allow any items to be placed or parked thereon, and will not use same in any manner that would interfere with use by any other party.

3. **Easement Term.** The term of this Agreement shall commence as of the date of this Agreement and shall continue in perpetuity, unless sooner terminated as provided herein.

4. **Recording.** Town and Magill shall have the right to record this Agreement with the appropriate recording officer.

5. **Hold Harmless.** Town shall indemnify and defend Magill against, and hold Magill harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of Magill's Property by Town, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of Magill, its employees, contractors, servants or agents.

6. **No Obstructions.** It is expressly understood and agreed that Town shall not construct a fence, gate, or any other obstructions of any kind on Magill's Property.

7. **Covenants Running with Land.** The rights and obligations created hereby shall run with Magill's Property and be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

8. **Magill's Use.** Magill and its invitees, lessees, licensees and/or sub-easement holders shall have the right to use Magill's Property in any manner that will not interfere with the non-exclusive rights of Town contained herein.

9. **Entire Agreement.** Town and Magill agree that this Agreement contains all of the agreements, promises and understandings between Town and Magill. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

10. **Construction of Document.** Town and Magill acknowledge that this document shall not be construed against the drafter by virtue of said party being the drafter.

11. **Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where Magill's Property is located.

12. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the addresses contained herein. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

If to Magill:

Magill Associates, Inc.
P.O. Box 565
Grafton, Massachusetts 01519

If to Town:

Town of Grafton
30 Providence Road
Grafton, Massachusetts 01519

13. **Partial Invalidity.** If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

14. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Town and Magill having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year first written above.

TOWN:

THE INHABITANTS OF THE TOWN OF
GRAFTON,
a Massachusetts municipal corporation

By: _____
Print Name: _____
Title: _____

STATE OF _____

County of _____, ss

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, _____ of The Inhabitants of the Town of Grafton, a Massachusetts municipal corporation, and proved to me through satisfactory evidence of identification, _____ [form of identification], to be the person/people whose name(s) is/are signed on the attached Quitclaim Deed and Access Easement, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

_____, Notary Public

My Commission Expires: _____

[affix stamp or seal]

IN WITNESS WHEREOF, Town and Magill having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year first written above.

MAGILL:

Magill Associates, Inc.,
a Massachusetts corporation

By: _____
Print Name: _____
Title: _____

STATE OF _____

County of _____, ss

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, _____ of Magill Associates, Inc., a Massachusetts corporation, and proved to me through satisfactory evidence of identification, _____ [form of identification], to be the person/people whose name(s) is/are signed on the attached Quitclaim Deed and Access Easement, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

_____, Notary Public

My Commission Expires: _____

MAGILL ASSOCIATES, INC.,

a corporation duly established under the laws of Massachusetts
and having its usual place of business at 21 Central Square, P.O. Box 363,
Grafton, Worcester County, Massachusetts

for consideration paid, and in full consideration of
less than One Hundred and 00/100ths (\$100.00) Dollars
grant to THE INHABITANTS OF THE TOWN OF CRAFTON, a municipal corporation with a principal
place of business at Town Hall, Grafton, Massachusetts
with quitclaim returns

the land in

(Description and acreage, if any)

CRAFTON, Worcester County, Massachusetts, on the easterly side of Greasy Drive;
shown on a plan entitled, "Definitive Plan of Woodland Hill Estates, Grafton, MA
for Magill Associates, Inc.", drawn by Rubin Engineering and Survey, Grafton, Mass.,
recorded with the Worcester District Registry of Deeds, Plan Book 649, Plan 78, and
bounded and described as follows:

BEGINNING at a point on the easterly side of Greasy Drive at the northwesterly corner
of the herein described premises as shown on said plan;

THENCE S. 88° 37' 37" East by Lot 12, a distance of 193.34 feet to a point in a
stone wall at Land now or formerly of the Town of Crafton;

THENCE S. 20° 03' 17" West by said stone wall and by said Town of Crafton land
52.89 feet to a point at Lot 13;

THENCE N. 88° 37' 37" West by said Lot 13, a distance of 183.24 feet to a point
on the easterly side of Greasy Drive;

THENCE N. 06° 40' 21" East by said Greasy Drive 50.24 feet to the point of beginning.

Said easement area containing 9,469 square feet (0.217 acres) according to said plan.

For grantor's title see deed of Joseph J. Tebo to Magill Associates, Inc. dated
July 27, 1987, recorded with said Registry, Book 10693, Page 25, and deed of George L.
Mahoney et als to Magill Associates, Inc. dated August 5, 1987, recorded with said
Registry, Book 10693, Page 28.

This transfer does not constitute all or a majority of the assets of the grantor
within the Commonwealth of Massachusetts.

Property located: Easterly side of Greasy Drive
Grafton, MA

Jan 11 2 04 PM '93

* Lot Shown as "Lot Easement"

58

In witness whereof, the said **MAGILL ASSOCIATES, INC.**
has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and
delivered in its name and behalf by **John H. Magill, President and Treasurer**
hereto duly authorized, this **7th**
day of **June** in the year one thousand nine hundred and ninety-three.

Signed and sealed in presence of

MAGILL ASSOCIATES, INC.

Francis A. Kelly

by *John H. Magill*
John H. Magill, President and Treasurer

Wye Commonwealth of Massachusetts

Worcester,

ss.

June

7

1993

Then personally appeared the above named

John H. Magill

and acknowledged the foregoing instrument to be the free act and deed of the
corporation, before me

John E. Harcourt
Notary Public—Justice of the Peace
My commission expires **Dec. 23, 1994**

CHAPTER 183 SEC. 4 AS AMENDED BY CHAPTER 487 OF 1980

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration, if any, delivered for a specific monetary sum. The full consideration shall mean the net price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or retained thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

ATTEST: WORC., Anthony J. Vigilotti, Register

59

MAGILL ASSOCIATES, INC.,

a corporation duly established under the laws of Massachusetts
and having its usual place of business at 21 Central Square, P.O. Box 565
Grafton, Worcester County, Massachusetts

for consideration paid, and in full consideration of
less than One Hundred and 00/100ths (\$100.00) Dollars
grant to THE INHABITANTS OF THE TOWN OF GRAFTON, a municipal corporation with a
principal place of business at Town Hall, Grafton, Massachusetts
with quitclaim covenants

the land in

(Description and metes and bounds, if any)

An easement to pass and repass for all usual street purposes in the Town of Grafton
over the herein below described premises:

GRAFTON, Worcester County, Massachusetts, off of the easterly side of Greany Drive,
shown on a plan entitled, "Definitive Plan of Woodland Hill Estates, Grafton, MA
for Magill Associates, Inc.", drawn by Rubin Engineering and Survey, Grafton, Mass.,
recorded with the Worcester District Registry of Deeds, Plan Book 649, Plan 78, and
bounded and described as follows:

BEGINNING at a point on the easterly side of Greany Drive at the northerly corner
of said easement area;

THENCE Southeasterly by a curve to the left, the radius of whose arc is 30.00 feet,
a distance of 50.08 feet to a point;

THENCE N. 88° 57' 57" West, a distance of 30.00 feet to a point on the easterly side
of Greany Drive;

THENCE N. 06° 40' 21" East by said Greany Drive, 30.00 feet to the point of beginning.

Said easement area containing 242 square feet of land according to said plan.

For grantor's title see deed of Joseph J. Tebo to Magill Associates, Inc. dated
July 27, 1987, recorded with said Registry, Book 10695, Page 25, and deed of George L.
Mahoney et al to Magill Associates, Inc. dated August 3, 1987, recorded with said
Registry, Book 10695, Page 28.

The granting of this easement does not constitute all or a majority of the assets
of the grantor within the Commonwealth of Massachusetts.

Property located: off of easterly side of Greany
Drive, Grafton, MA

Jan 11 2 04 PM '93

60

In witness whereof, the said MAGILL ASSOCIATES, INC.
has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and
delivered in its name and behalf by John H. Magill, President and Treasurer
hereto duly authorized, this 7th
day of June in the year one thousand nine hundred and ninety-three.

Signed and sealed in presence of

Francis A. Kennedy

MAGILL ASSOCIATES, INC.
by *John H. Magill*
John H. Magill, President and Treasurer

The Commonwealth of Massachusetts

Worcester,

ss.

June 7 1993

Then personally appeared the above named John H. Magill
and acknowledged the foregoing instrument to be the free act and deed of the
corporation, before me

James C. Kavanagh
Notary Public—Juror of the Peace
My commission expires Dec. 23 1994

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 67 OF 1988

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantor and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantor or assuming thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

ATTEST: WORC., Anthony J. Vignotti, Register

61

MAGILL ASSOCIATES, INC.,

a corporation duly established under the laws of Massachusetts

and having its usual place of business at 21 Central Square, P.O. Box 565
Grafton, Worcester

County, Massachusetts

for consideration paid, and in full consideration of

less than One Hundred and 00/100ths (\$100.00) Dollars

grant to THE INHABITANTS OF THE TOWN OF GRAFTON, a municipal corporation with a

principal place of business at Town Hall, Grafton, Massachusetts

with quitclaim covenants

the land in

(Description and circumstances, if any)

Property located: off of easterly side of
Greany Drive, Grafton, MA

An easement to pass and reposs for all usual street purposes in the Town of Grafton
over the herein below described premises:

GRAFTON, Worcester County, Massachusetts, off of the easterly side of Greany Drive,
shown on a plan entitled, "Definitive Plan of Woodland Hill Estates, Grafton, MA
for Magill Associates, Inc.", drawn by Rubin Engineering and Survey, Grafton, Mass.,
recorded with the Worcester District Registry of Deeds, Plan Book 649, Plan 78, and
bounded and described as follows:

BEGINNING at a point on the easterly side of Greany Drive at the northerly corner
of said easement area;

THENCE S. 88° 57' 57" East, a distance of 30.00 feet to a point;

THENCE Southwesterly by a curve to the left, the radius of whose arc is 30.00 feet,
a distance of 44.17 feet to a point on the easterly side of Greany Drive;

THENCE N. 06° 40' 21" East by said Greany Drive, 30.00 feet to the point of beginning.
Said easement area containing 153 square feet of land according to said plan.
For grantor's title see deed of Joseph J. Tebo to Magill Associates, Inc. dated
July 27, 1987, recorded with said Registry, Book 10695, Page 25, and deed of George L.
Mahoney et als to Magill Associates, Inc. dated August 5, 1987, recorded with said
Registry, Book 10695, Page 28.

The granting of this easement does not constitute all or a majority of the assets
of the grantor within the Commonwealth of Massachusetts.

Jan 11 2 04 PM '93

W

In witness whereof, the said MAGILL ASSOCIATES, INC.
has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and
delivered in its name and behalf by John H. Magill, President and Treasurer
has hereto duly authorized, this 7th
day of June in the year one thousand nine hundred and ninety-three.

Signed and sealed in presence of

Frederick A. Kucharsky

MAGILL ASSOCIATES, INC.

by *John H. Magill*
John H. Magill, President and Treasurer

The Commonwealth of Massachusetts

Worcester,

ss.

June 7 19 93

Then personally appeared the above named John H. Magill

and acknowledged the foregoing instrument to be the free act and deed of the
corporation, before me

James E. Harcourt
Notary Public—Justice of the Peace

My commission expires Dec 23 19 94

CHAPTER 185 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1960

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantor and
a recital of the amount of the full consideration therefor in dollars or the nature of the other consideration therefor, if not delivered for a
specific monetary sum. The full consideration shall state the total price for the conveyance without deduction for any liens or encumbrances
assumed by the grantor or existing thereon. All such understatements and omissions shall be voided as part of the deed. Failure to comply with
this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the
requirements of this section.

ATTEST: WORC., Anthony J. Vigliotti, Register

63

NEW BUSINESS: VOTE TO SIGN 2018 STATE PRIMARY WARRANT

Similar to our Local Election Warrants, the Selectmen vote to sign the State Primary Warrants as well.

Motion:

I move the Board sign the State Primary Warrant as submitted.

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH
WARRANT FOR THE 2018 STATE PRIMARY

Worcester, SS.

To the Constables of the Town of Grafton:

Greetings:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of Grafton who are qualified to vote in Primaries to vote at:

Precincts 1, 2 and 3 at the Grafton Middle School Gymnasium, 22 Providence Road,
Precincts 4 and 5 at the Millbury Street Elementary School Gymnasium, 105 Millbury Street

On Tuesday, the Fourth day of September, 2018, from 7:00 A.M. to 8: 00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

SENATOR IN CONGRESS.	FOR THIS COMMONWEALTH
GOVERNOR.	FOR THIS COMMONWEALTH
LIEUTENANT GOVERNOR.	FOR THIS COMMONWEALTH
ATTORNEY GENERAL.	FOR THIS COMMONWEALTH
SECRETARY OF STATE.	FOR THIS COMMONWEALTH
TREASURER AND RECEIVER GENERAL.	FOR THIS COMMONWEALTH
AUDITOR.	FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS.	FOR THE SECOND DISTRICT
COUNCILLOR.	FOR THE SEVENTH DISTRICT
SENATOR IN GENERAL COURT.	FOR THE SECOND WORCESTER DISTRICT
REPRESENTATIVE IN GENERAL COURT.	FOR THE NINTH WORCESTER DISTRICT
DISTRICT ATTORNEY.	FOR THE MIDDLE DISTRICT
CLERK OF COURTS.	FOR THE WORCESTER COUNTY
REGISTER OF DEEDS.	FOR THE WORCESTER DISTRICT

And you are directed to serve this Warrant by posting up an attested copy thereof in some conspicuous place in each of the precincts of the Town at least fourteen days before said voting.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2018.

Selectmen of Grafton

_____, 2018

I have complied with the requirements of the above Warrant and with the Town of Grafton By-laws by posting an attested copy of the Warrant in some conspicuous place in each of the precincts of the Town on the above date.

Constable of Grafton

**NEW BUSINESS: VOTE TO SIGN CONTRACT – RENAUD
HVAC & CONTROLS INC**

Town received quotes from all qualified contractors on the state bid list for preventative maintenance for all town buildings HVAC. Renaud was the only contractor who submitted a quote. 35 contractors on the list were contacted and asked to submit a quote. This contract is for 1 year with two (2) one (1) year options to renew. FY18 price was \$17,700. New pricing for new contract detailed below.

FY19: \$15,895

FY20: \$15,895

FY21: \$16,690

Total 3-year pricing: \$48,480

MOTION:

I move the Board vote to sign the contract with Renaud HVAC & Controls Inc for preventative maintenance for all town buildings.

TOWN OF GRAFTON

STATE CONTRACT #TRD01

DATE: AUGUST 7, 2018

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Renaud HVAC & Controls, Inc
Tom Nicalek
PO Box 26
18 Providence Road
Sutton, MA 01590

(p) 508-865-2060
(f) 508-865-9070
tnicalek@renaudhvac.com

1. This is a Contract for the procurement of the following:

Contract will cover fiscal years '19, '20 and '21. Contract is pursuant to the bid pricing form, "Attachment A" as submitted by the contractor, attached to this document.

Inspections of equipment and systems shall be pre-scheduled with the Facilities Director of the town and shall be performed at the frequencies stated in the covered equipment manuals, unless otherwise directed by the Facilities Director. Inspections shall include the testing of system components to determine equipment status and condition. Needed repairs of deficiencies that are uncovered during inspections are noted and handled in accordance with prompt repair procedures as determined by the Facilities Director. Preventative maintenance shall be performed professionally and in a thorough manner. The intended result of preventative maintenance is to increase equipment reliability, life expectancies and operating efficiencies. Response to emergency and/or after-hours requests for repair shall have a maximum response time of one (1) hour from the time the call is made by the Facilities Director, to arrival on site.

Minimum Preventative Maintenance Tasks Performed by Contractor:

Cooling Systems:

Lubrication Maintenance: oiling and greasing of motors and fan bearings, oiling and lubricating damper linkages. Replacing and adjusting fan belts. Furnish and replace media air filters.

Cleaning: Condenser coils, evaporator coils, and condensate drains.

Testing/Checking: Operating refrigerant pressures on split systems; check and adjust superheat settings as required, voltages and amperages of motors and compressors; proper control sequencing; electrical connections; rotation; contactors and starters. Check on the overall operating performance of cooling systems.

Heating Systems:

Lubrication Maintenance: Oiling and greasing of motors and fan bearings, oiling and lubricating damper linkages. Adjusting fan belts. Furnish and change media filters.

Adjusting and Fine Tuning: of all heating system parameters, oil burners, gas burners and combustion air systems.

Testing/Checking: Voltages and amperages; Check operation of Economizer systems and adjust as necessary. Check on the overall operating performance of heating system. Test heat exchanges for integrity.

Control Calibration and Adjustment: Pneumatic temperature controls, refrigeration controls, pressure controls, operating controls and safety controls.

Mid-Season (Summer/Winter where applicable):

Furnish and replace media air filters

Perform operational inspection of all covered equipment. Note any abnormalities (excessive vibration, noise, leaks, etc....).

2. The Contract price to be paid to the Contractor by the Town is:

Year 1: \$15,895

Year 2: \$15,895

Year 3: \$16,690

3. Payment will be made as follows:

3.1 Fees and Reimbursable Costs combined shall not exceed \$15,895 in years 1 and 2, and \$16,690 in year 3, as more fully set forth in the Contractor Documents.

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2021 unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified

mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract: any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

20. Insurance

20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

Chairman, Board of Selectmen

Signature

Date

THOMAS NICOLET, PRESIDENT
Print Name & Title

Certified as to Form:

Town Counsel

Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant

Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Thomas Nicotek

Print Name

T. Nicotek, President

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Thomas Nicotek

name of signatory

, authorized signatory for

RENOUD HVAC & Controls, Inc.

name of contractor

principal place of business is at

18 Providence Rd Sutton, MA 01590

does hereby certify under the pains and penalties of perjury that RENOUD HVAC & Controls, Inc. has

name of contractor

paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

T. Nicotek

ATTACHMENT A

BID PRICING FORM

Below is the list of locations and covered equipment, as well as frequency of maintenance inspection required for all systems to be covered in this contract. Please provide your price for each location and covered equipment at that location in the space below the description of the equipment.

Note: Pricing for each category is based on OSD's TRD01
Tradesperson Contract Prevailing Wage Rates.

Fire Headquarters:

- 4 – High Efficiency Furnaces (4x per year)
- 4 – Air Cooled Condensing Units (1x per year)
- 2 – Gas Boilers (1x per year)
- 6 – Exhaust Fans (2x per year)
- 5 – Cabinet Unit Heaters (1x per year)
- 4 – Unit Heaters – Gas (1x per year)
- 1 – Unit Heater – Electric (1x per year)
- 7 – HW Radiant Panels (1x per year)
- 2 – Circulator Pumps (1x per year)
- 3 – Carrier Bypass Control Panels (2x per year)

Annual Price Fire Headquarters: \$ 2,540⁰⁰

Municipal Center:

- 3 – Rooftop Package Units (4x per year)
- 2 – Gas Boilers (1x per year)
- 1 – Gas Water Heater (1x per year)
- 6 – Exhaust Fans (2x per year)
- 1 – Unit Heater (1x per year)
- 1 – AHU (2x per year)
- 88 – Water Source Heat Pumps (2x per year)
- 7 – Circulator Pumps (1x per year)
- 1 – Cooling Tower (2x per year)

Annual Price Municipal Center: \$ 8,290⁰⁰

Police Headquarters:

- 3 – Rooftop Package Units (4x per year)
- 2 – Gas Boilers (1x per year)
- 1 – Gas Water Heater (1x per year)
- 6 – Exhaust Fans (2x per year)
- 1 – Unit Heater (1x per year)
- 1 – AHU (2x per year)
- 88 – Water Source Heat Pumps (2x per year)
- 7 – Circulator Pumps (1x per year)
- 1 – Cooling Tower (2x per year)

Annual Price Police Headquarters: \$ 2,210⁰⁰—

DPW Garage:

- 8 – Gas Unit Heaters (1x per year)

Annual Price DPW Garage: \$ 720⁰⁰—

Farnumsville Firehouse:

- 1 – Gas Furnace (2x per year)

Annual Price Farnumsville Fire: \$ 175⁰⁰—

Cemetery Headquarters:

- 1 – Gas Unit Heater (1x per year)

Annual Price Cemetery Headquarters: \$ 175⁰⁰—

Grafton Library:

- 1 – Gas Steam Boiler (1x per year)
- 5 – Ductless Split Systems (1x per year)
- 2 – Window AC Units (1x per year)

Annual Price Grafton Library: \$ 1,005⁰⁰—

South Grafton Community House:

1 – Gas Boiler (1x per year)

1 – Gas Water Heater (1x per year)

2 – Air Handlers (2x per year)

5 – Circulator Pumps (1x per year)

Annual Price South Grafton Community House: \$ 780⁰⁰

Total Annual Price Year 1: \$ 15,895⁰⁰

Total Annual Price Year 2: 15,895⁰⁰

Total Annual Price Year 3: 16,690⁰⁰

ATTACHMENT B

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



Signature of person signing bid or proposal

___Thomas Nicalek_____

Print Name

___President_____

Title

___Renaud HVAC & Controls, Inc._____

Name of Organization/Business

___7/3/2018_____

Date

ATTACHMENT C

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Law, Chapter 62C, Section 49A(b):

The undersigned certifies under the pains and penalties of perjury that said property owner has complied with all laws of the Commonwealth of Massachusetts and the Town of Grafton and is current with all local, state, and federal taxes and other assessments including child support payments as required under the law.



Signature of person signing bid or proposal

____ Thomas Nicalek _____

Print Name

____ President _____

Title

____ Renaud HVAC & Controls, Inc. _____

Name of Organization/Business

____ 04-3414213 _____

Federal Identification Number: 04- or TIN

____ 7/3/2018 _____

Date



RENAHVA-01

PWYBLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gaudette Insurance Agency, Inc. 1 Plummers Corner Whitinsville, MA 01588	CONTACT NAME:	
	PHONE (A/C, No, Ext): (508) 234-6333 FAX (A/C, No): (508) 234-8121 E-MAIL ADDRESS: mail@gaudette-insurance.com	
INSURED Renaud HVAC and Controls, Inc. 18 Providence Road PO Box 26 Sutton, MA 01590	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: American Fire & Casualty	
	INSURER B: West American Insurance Company	
	INSURER C: Ohio Casualty Insurance Company	
	INSURER D: Associated Industries of MA Mutual Insurance Co.	33758
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BAK58467030	04/03/2018	04/03/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAW58467030	04/03/2018	04/03/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO58467030	04/03/2018	04/03/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Prod-C.O. Agg \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WMZ80080063602018A	04/06/2018	04/06/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Grafton Municipal Center 30 Providence Road Grafton, MA 01519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

ACORD 25 (2016/03)

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**NEW BUSINESS: VOTE TO CREATE GIFT ACCOUNT(S) TO AUTHORIZE
THE ACCEPTANCE AND EXPENDITURES OF DONATIONS**

NOTE:

The Selectmen are required to establish gift accounts in order for the town to accept and expend donations.

MOTION:

I move the board vote to establish the following gift accounts:

Grafton Plastic Bag Ban Gift Account

Motorcycle Unit Gift Account, Grafton Police Department

DISCUSSION (a) REVIEW DRAFT TOWN MEETING WARRANT

This is a preliminary warrant; we are still working through details. Warrant will close on August 31st. We hope to have BOS sign at their first meeting in September.

DISCUSSION (b) ST. ANDREWS EPISCOPAL CHURCH/RECREATION FACILITY

We have drafted the RFP for the temporary lease to own for the Library relocation. This RFP will go live on August 13 and will be due back in late September. We have had conversations with the Church and they are interested in a potential lease-to-own agreement with the town. We will continue to update the BOS as we get additional information on this matter.

DISCUSSION (c) FIRST RIGHT OF REFUSAL (40B SALE)

DISCUSSION (d) GRAFTON FINANCIAL SUSTAINABILITY
EXAMINATION AND BENCHMARKING

DISCUSSION (e) SENIOR VOLUNTEER TAX CREDIT REVISIONS